

EXHIBIT G

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*Attorneys for Plaintiff BCB Cheyenne LLC
 d/b/a Bison Blockchain*

**IN THE UNITED STATES DISTRICT COURT
 FOR DISTRICT OF WYOMING**

BCB CHEYENNE LLC d/b/a BISON)
 BLOCKCHAIN, a Wyoming limited liability)
 company,)
 Plaintiff,)
 v.)
))
 MINEONE WYOMING DATA CENTER)
 LLC, a Delaware limited liability company;)
 MINEONE PARTNERS LLC, a Delaware)
 limited liability company; TERRA CRYPTO,)
 INC., a Delaware corporation; BIT ORIGIN,)
 LTD, a Cayman Island Company;)
 SONICHASH LLC, a Delaware limited)
 liability company; BITMAIN)
 TECHNOLOGIES HOLDING COMPANY,)
 a Cayman Island Company; BITMAIN)
 TECHNOLOGIES GEORGIA LIMITED, a)
 Georgia corporation; and JOHN DOES 1-18,)
 related persons and companies who control)
 or direct some or all of the named)
 Defendants.)
))
 Defendants.)

Civil Action No. 23-CV-79-ABJ

**BCB CHEYENNE LLC d/b/a BISON BLOCKCHAIN’S FOURTH SUPPLEMENTAL
 RULE 26 DISCOVERY DISCLOSURES**

COMES NOW Plaintiff BCB Cheyenne LLC d/b/a Bison Blockchain (“BCB”), through
 its counsel, Patrick J. Murphy and Scott C. Murray of WILLIAMS, PORTER, DAY & NEVILLE, PC,

and pursuant to Fed. R. Civ. P. 26(a)(1)(A), hereby provides the following second supplemental disclosures:

PLAINTIFF'S DISCLAIMER: The following second supplemental disclosures are provided in compliance with Fed. R. Civ. P. 26(a)(1)(A). Compliance with the rule requires the disclosure of individuals likely to have discoverable information that BCB *may* use to support its claims or defenses, and the disclosure of documents that BCB *may* use to support its claims or defenses. While BCB has, in its investigation, discovered the names of witnesses and documents set forth below, it is not listing them as witnesses or exhibits to be introduced at the trial of this matter. Rather, BCB is simply complying with the requirements of Rule 26(a)(1)(A) in a good faith disclosure of *potential* witnesses and exhibits. BCB reserves the right to contest the relevancy and admissibility of the disclosed individuals and documents, if necessary, based upon further discovery in this case.

(i). The name and, if known, the address and telephone number of each individual likely to have discoverable information – along with the subjects of that information – that the disclosing party may use to support its claims or defenses, unless the use would be solely for impeachment.

BCB identifies the following persons with relevant knowledge of the facts and circumstances of the events which are the subject of this lawsuit.

- 1. Michael D. Murphy, CPA**
MEMBER, BCB CHEYENNE LLC
c/o Patrick J. Murphy and Scott C. Murray
159 N Wolcott St # 400
Casper, WY 82601
PH: 307-265-0700

Michael Murphy has knowledge of all the salient liability and damages issues in this case. He has knowledge of all of the factual allegations in Plaintiff's First Amended Complaint, Plaintiff's Answer to Defendants' First, Second and Third Counter-Claims, and he understands and primarily

authored the Plaintiff's damages analysis and computation below. Michael Murphy has extensive knowledge of power pricing for Bitcoin mining and the negotiations with Black Hills Energy including the Request for Proposal ("RFP") and BCIS Agreement. Mr. Murphy has extensive knowledge of negotiations with MineOne Wyoming Data Center LLC ("MineOne Wyoming") and Terra Crypto Inc. ("Terra"), leading to the written agreements/contracts between BCB and each of those individual entities. Mr. Murphy also has knowledge involving the following:

- The events surrounding and involving MineOne Wyoming and Terra breaching their respective agreements with BCB.
- MineOne Wyoming and Terra being alter egos of one another and of Bit Origin LTD ("Bit Origin"), MineOne Partners LLC ("MineOne Partners"), and SonicHash LLC ("SonicHash").
- BCB's contractual performance for both MineOne Wyoming and Terra:
 - Supporting and managing the land acquisition for the Facilities by MineOne Wyoming (including all local Wyoming legal and other required support)
 - Obtaining all permits and licenses, including construction permits for buildings and the Facilities' electric infrastructure, environmental licenses and permits, operations permits and licenses (including legal and other) required or recommended to comply with applicable law and regulation.
 - Supporting and managing the execution of the power purchase arrangements by MineOne Wyoming.
 - All other reasonable related activities within its control to enable MineOne Wyoming and other users of the Facilities to conduct digital currency mining

activities in a proper and timely manner to ensure that CFCO occurs not later than 31 October 2022.

- Ensuring that all improvements are developed in accordance with the approved construction and engineering documents and all employees, contractors, or Subcontractors (if any) (as provided for below) carry standard general liability and workman's compensation insurance.
- Project management and services to support MineOne Wyoming responsibilities as specified in the Budget as and when the same fall due.
- The contractual obligations and responsibilities of Defendants' contractors, and Defendants' contractors' failures to perform their contractual obligations and responsibilities to Defendants, all of which led to delays in the project timeline, including but not limited to:
 - The multiple failures of CEGEN Green Energy Ltd ("CEGEN") not timely completing the modular data centers it was contracted to provide, not staying within the agreed-to budget, and not paying its subcontractors;
 - Shermco Industries, Inc ("Shermco") not timely completing site electrical work, not fulfilling its construction management obligations, and several engineering errors;
 - Cheyenne Light, Fuel and Power Company ("CLFP"), a subsidiary of Black Hills Corporation, not completing its facilities to provide all the electric power to the North Range site on the contractually agreed-to timeline.
- The events and facts involving Defendants' circumvention and interference in Plaintiff's obligations, including but not limited to, redirecting labor resources and

established scopes of work; interrupting regular and planned subcontractor and vendor meetings; changing of approved and/or industry standard means and methods of construction; receipt, handling, storage, and security of miners for the facility; hiring of labor and other resources for racking and stacking miners in data centers; network configuration and design; and overall commencement of mining operations.

- Other entities, factors, and events that occurred outside of Plaintiff's control which led to delays of the project timeline, including but not limited to:
 - The oversight and failure of Laramie County Planning and Development ("LCPD") and Laramie County Department of Buildings ("LCDOB") to recognize and engage with the Cheyenne Board of Public Utilities ("BOPU") relating to an existing waterline on the North Range property that was properly reflected on the relevant engineering permit documents during the permitting process that cause project delays to site improvements, data center construction, and overall delivery of the project.
 - Weather Delays and inclement weather that resulted in delays and other interruptions in progress due to causing dangerous working conditions, including but not limited to, extreme cold, extreme wind, and/or other extreme weather conditions experienced during construction that posed life safety and other health hazards.
 - Defendants' Funding and Liquidity
- The events and facts involving Bitmain's contractual interference and Defendants' actions to remove BCB from the North Range and Campstool bitcoin mining sites/projects.

2. Emory Patterson, IV

MEMBER, BCB CHEYENNE LLC
 c/o Patrick J. Murphy and Scott C. Murray
 159 N Wolcott St # 400
 Casper, WY 82601
 PH: 307-265-0700

Emory Patterson has knowledge of many factual allegations in Plaintiff's First Amended Complaint, Plaintiff's Answer to Defendants' First, Second and Third Counter-Claims, and he understands the contractual roles and obligations of agreements between Plaintiff and Defendants, and between Defendants and their contractors and/or vendors (CEGEN, Shermco, Systems-MEC, CCO Interiors, INMAN ROOFING, Rocky Mountain Sand & Gravel, Alco Fencing, Greeley Lock & Key, Iron Creek Construction, Petro-Pier, Terracon Consultants, Automation Electronics, Steil Surveying, LOVAS Engineering, and Wyott Capital Group). Emory Patterson has knowledge of the negotiations with Black Hills Energy. Mr. Patterson has knowledge of negotiations with MineOne Wyoming and Terra, leading to the written agreements/contracts between BCB and each of those individual entities. Emory Patterson also has knowledge involving the following:

- The events and facts involving MineOne Wyoming and Terra breaching their respective agreements with BCB.
- MineOne Wyoming and Terra being alter egos of one another and of Bit Origin, MineOne Partners, and SonicHash.
- BCB's contractual performance for both MineOne Wyoming and Terra:
 - Supporting and managing the land acquisition for the Facilities by MineOne Wyoming (including all local Wyoming legal and other required support)
 - Obtaining all permits and licenses, including construction permits for buildings and the Facilities' electric infrastructure, environmental licenses and permits,

operations permits and licenses (including legal and other) required or recommended to comply with applicable law and regulation.

- Supporting and managing the execution of the power purchase arrangements by MineOne Wyoming.
- All other reasonable related activities within its control to enable MineOne Wyoming and other users of the Facilities to conduct digital currency mining activities in a proper and timely manner to ensure that CFCO occurs not later than 31 October 2022.
- Ensuring that all improvements are developed in accordance with the approved construction and engineering documents and all employees, contractors, or Subcontractors (if any) (as provided for below) carry standard general liability and workman's compensation insurance.
- Project management and services to support MineOne Wyoming responsibilities as specified in the Budget as and when the same fall due.
- The events and facts involving Defendants' circumvention and interference in Plaintiff's obligations, including but not limited to, redirecting labor resources and established scopes of work; interrupting regular and planned subcontractor and vendor meetings; changing of approved and/or industry standard means and methods of construction; receipt, handling, storage, and security of miners for the facility; hiring of labor and other resources for racking and stacking miners in data centers; network configuration and design; and overall commencement of mining operations.
- The contractual obligations and responsibilities of Defendants' contractors, and Defendants' contractors' failures to perform their contractual obligations and

responsibilities to Defendants, all of which led to delays in the project timeline, including but not limited to:

- The multiple failures of CEGEN not timely completing the modular data centers it was contracted to provide, not staying within the agreed-to budget, and not paying its subcontractors;
 - Shermco not timely completing site electrical work, not fulfilling its construction management obligations, and several engineering errors; and
 - CLFP not completing its facilities (due to supply chain issues) to provide all the electric power to the North Range site on the contractually agreed-to timeline.
- Other entities, factors, and events that occurred outside of Plaintiff's control which led to delays of the project timeline, including but not limited to:
 - The oversight and failure of Laramie County Planning and Development (“LCPD”) and Laramie County Department of Buildings (“LCDOB”) to recognize and engage with the Cheyenne Board of Public Utilities (“BOPU”) relating to an existing waterline on the North Range property that was properly reflected on the relevant engineering permit documents during the permitting process that caused project delays to site improvements, data center construction, and overall delivery of the project.
 - Weather Delays and inclement weather that resulted in delays and other interruptions in progress due to causing dangerous working conditions, including but not limited to, extreme cold, extreme wind, and/or other extreme weather conditions experienced during construction that posed life safety and other health hazards.

- Defendants' Funding and Liquidity
- The events and facts involving Bitmain's contractual interference and Defendants' actions to remove BCB from the North Range and Campstool bitcoin mining sites/projects.

3. Neil Phippen

MEMBER, BCB CHEYENNE LLC
c/o Patrick J. Murphy and Scott C. Murray
159 N Wolcott St # 400
Casper, WY 82601
PH: 307-265-0700

Neil Phippen has knowledge of factual allegations in Plaintiff's First Amended Complaint and Plaintiff's Answer to Defendants' First, Second and Third Counter-Claims. Neil Phippen has knowledge of the negotiations with Black Hills Energy. Neil Phippen has knowledge of negotiations with MineOne Wyoming and Terra, leading to the written agreements/contracts between BCB and each of those individual entities. Neil Phippen also has knowledge involving the following:

- BCB's hiring plan and performance thereof, including an extensive executive search for an industrial Bitcoin mining site manager.
- Interviews and hiring process of Steve Randall, BCB's experienced site manager.
- BCB's local community job fair, outreach, and hiring plan for site technicians, junior technicians, and network technicians.
- MineOne Wyoming and Terra being alter egos of one another and of Bit Origin, MineOne Partners, and SonicHash.

4. Steve Randall

FORMER SITE MANAGER, BCB CHEYENNE LLC
c/o Patrick J. Murphy and Scott C. Murray
159 N Wolcott St # 400
Casper, WY 82601
PH: 307-265-0700

Steve Randall is from Phoenix, Arizona and was Plaintiff's Site Manager. Steve Randall began working for BCB Cheyenne LLC on October 17, 2022 in advance of and in anticipation of commencement of Phase 2 Operations. Steve Randall has knowledge involving the following:

- Applying, being hired, and working for Plaintiff as Site Manager
- Interviewing and hiring Dennis Grant, a site Technician who worked under Mr. Randall.
- Posting local job advertisements, reviewing applications, and interviewing individuals for various maintenance, technical repair, and network support roles.
- All facets of industrial scale Bitcoin and/or digital asset or cryptocurrency mining, including but not limited to, site plans and layouts, heavy load industrial scale energy infrastructure and facilities, site security, site and miner maintenance, ASIC and GPU computer operations, troubleshooting, and repairs (including related tools, materials, and supplies), miner management software, networking for scaled and complex Bitcoin and/or digital asset or cryptocurrency mining operations, Bitcoin and/or digital assets or cryptocurrency pools, wallets and transactions, Bitcoin and/or digital asset or cryptocurrency storage and security, shipping, handling, and logistics for ASIC and GPU computers and site materials.
- The events and facts involving Defendants' efforts to discredit Mr. Randall's skills, abilities, and experience as an industrial scale Site Manager when Huali Zhang and Cho Zhu first arrived at the North Range site through Defendants' breach of contract.

- The events and facts involving Defendants' changing their attitudes and communication to Mr. Randall when Defendants realized Mr. Randall was as experienced and qualified, if not vastly more experienced and qualified, as the Defendants to manage and operate a large scale and complex Bitcoin mine.
- The events and facts involving Defendants' changes in attitude and communication to Mr. Randall when they learned of Mr. Randall's personal resources (BTC and ASIC computers).
- Defendants inviting Mr. Randall to Defendants' rental properties in Cheyenne on three occasions to drink whiskey and eat dinner telling Mr. Randall they now trusted him, and that Mr. Randall now had their full confidence (but not anyone else on Plaintiff's team).
- Following the third dinner, Defendants sending Mr. Randall the *Investment Cooperation Opportunity Proposal* and soliciting Mr. Randall to join Defendants, and leave Plaintiff.
- The events and facts involving Defendants' personnel arriving unannounced to the site and conducting a site takeover, including a takeover of Mr. Randall's job and responsibilities as Site Manager.
- Mr. Randall seeing the takeover coming, and occurring, and informing Plaintiff about Defendants taking over his job and Defendants' intent to take total control of the site.
- The events and facts involving Defendants' circumvention and interference in Plaintiff's obligations, including but not limited to: receipt, handling, storage, and security of miners for the facility; hiring of labor and other resources for racking and

stacking miners in data centers; network configuration and design; and overall commencement of mining operations.

- BCB's contractual performance for both Mine One Wyoming and Terra.
- The contractual obligations and responsibilities of Defendants' contractors, and Defendants' contractors' failures to perform their contractual obligations and responsibilities to Defendants.
- The events and facts involving Bitmain's contractual interference and Defendants actions to remove BCB from the North Range and Campstool bitcoin mining sites/projects.

5. Sean Murphy

SITE ADMINISTRATOR

c/o Patrick J. Murphy and Scott C. Murray

159 N Wolcott St # 400

Casper, WY 82601

PH: 307-265-0700

Sean Murphy is from Cheyenne, WY and was hired to be the Site Administrator for BCB. Sean Murphy has knowledge of the factual allegations in Plaintiff's First Amended Complaint, and Plaintiff's Answer to Defendants' First and Second Counter-Claims. Sean Murphy has knowledge of the events and facts involving MineOne Wyoming and Terra breaching their respective agreements with BCB; how Defendants breached the DHS Agreement (by verbal statements, a proposed written amendment to the DHS Agreement, and by numerous actions). Sean Murphy has knowledge of MineOne Wyoming and Terra being alter egos of one another and of Bit Origin, MineOne Partners, and SonicHash. Mr. Murphy has knowledge how Plaintiff was introduced to Erick Rengifo and deceived by him regarding the nationalities of Defendants. Mr Murphy has knowledge of contractor (CEGEN and Shermco, primarily) errors and failures, as well as other

factors including severe weather conditions at North Range that caused delays. Mr Murphy has knowledge how Plaintiff performed and went above and beyond its contractual obligations at the North Range site from January to March 2023 and how Defendants conspired and took actions with Steve Randall, conspired and took actions to replace Plaintiff as the operator of the sites, and conspired and took actions to remove Plaintiff from the Phase 2 payouts, bonuses, and expansions. Sean Murphy has knowledge of events and facts involving Bitmain's contractual interference and Defendants' actions to remove BCB from the North Range and Campstool bitcoin mining sites/projects.

6. Erick Rengifo, PhD
 c/o Sean Larson and HATHAWAY & KUNZ, LLP
 P. O. Box 1208
 Cheyenne, WY 82003-1208
 (307) 634-7723

Dr. Erick Rengifo is a representative of Terra, a former representative of Bit Origin, and upon information and belief, a representative of one or more of the other Defendants and/or related entities. Erick Rengifo has knowledge of many factual allegations in Plaintiff's First Amended Complaint and Plaintiff's Answer to Defendants' First and Second Counter-Claims. He has knowledge of negotiations between BCB and Wyoming MineOne and Terra, leading to the written agreements/contracts with those entities. Erick Rengifo also has knowledge involving, but not limited to, the following:

- The events and facts involving MineOne Wyoming and Terra breaching their agreements with BCB.
- MineOne Wyoming and Terra being alter egos of one another and of Bit Origin, MineOne Partners, and SonicHash.

- BCB's contractual performance for both MineOne Wyoming and Terra.
- The contractual obligations and responsibilities of Defendants' contractors, and Defendants' contractors' failures to perform their contractual obligations and responsibilities to Defendants.
- Entities, factors, and events that occurred outside of Plaintiff's control.

7. Jiaming Li, PhD

c/o Sean Larson and HATHAWAY & KUNZ, LLP
P. O. Box 1208
Cheyenne, WY 82003-1208
(307) 634-7723

Dr. Jiaming Li is a representative of Defendants MineOne Wyoming, MineOne Partners, Bit Origin, and Sonic Hash. Upon information and belief, Jiaming Li is also a representative of MineOne Data Center, LLC, MineOne Cloud Computing Investment I L.P., MineOne Partner Limited, and upon information and belief, other involved entities. Jiaming Li has knowledge of many factual allegations in Plaintiff's First Amended Complaint, and Plaintiff's Answer to Defendants' First and Second Counter-Claims. He has knowledge of negotiations between BCB and MineOne Wyoming and Terra, leading to the written agreements/contracts with those entities. Jiaming Li also has knowledge involving, but not limited to, the following:

- The events and facts involving MineOne Wyoming and Terra breaching their agreements with BCB.
- MineOne Wyoming and Terra being alter egos of one another and of Bit Origin, MineOne Partners, and SonicHash.
- BCB's contractual performance for both MineOne Wyoming and Terra.

- The contractual obligations and responsibilities of Defendants’ contractors, and Defendants’ contractors’ failures to perform their contractual obligations and responsibilities to Defendants.
- Entities, factors, and events that occurred outside of Plaintiff’s control.

8. Huaili “Wiley” Zhang

c/o Sean Larson and HATHAWAY & KUNZ, LLP
P. O. Box 1208
Cheyenne, WY 82003-1208
(307) 634-7723

Huaili “Wiley” Zhang is a representative of Defendants MineOne Wyoming, Bit Origin and SonicHash, and upon information and belief, one or more other Defendants, and other related entities. Huali has knowledge of factual allegations in Plaintiff’s First Amended Complaint, and Plaintiff’s Answer to Defendants’ First and Second Counter-Claims. He has knowledge of negotiations between BCB and MineOne Wyoming and Terra, leading to the written agreements/contracts with those entities. Huali also has knowledge involving MineOne Wyoming and Terra breaching their respective agreements with BCB. He also has extensive knowledge of MineOne Wyoming and Terra being alter egos of Bit Origin and SonicHash.

9. Chong “Lucas” Wang

c/o Sean Larson and HATHAWAY & KUNZ, LLP
P. O. Box 1208
Cheyenne, WY 82003-1208
(307) 634-7723

Lucas Wang is a representative of Defendants Bit Origin and SonicHash, and upon information and belief, one or more other Defendants, and other related entities. Lucas Wang has knowledge of factual allegations in Plaintiff’s First Amended Complaint, and Plaintiff’s Answer to

Defendants' First and Second Counter-Claims. He has knowledge of negotiations between BCB and MineOne Wyoming and Terra, leading to the written agreements/contracts with those entities. Lucas Wang also has knowledge involving MineOne Wyoming and Terra breaching their agreements with BCB as part of the anticipatory repudiation of the contract to remove BCB from Phase 2 of the North Range and Campstool projects and financial payouts while working with and/or directing Jiaming Li and Huali Zhang. He also has extensive knowledge of MineOne Wyoming and Terra being alter egos of Bit Origin and SonicHash.

10. Ziyao Shao

c/o Sean Larson and HATHAWAY & KUNZ, LLP
P. O. Box 1208
Cheyenne, WY 82003-1208
(307) 634-7723

Ziyao Shao is a representative of Defendants MineOne Wyoming, MineOne Partners, Bit Origin, and SonicHash. Ziyao Shao has knowledge of many factual allegations in Plaintiff's First Amended Complaint and Plaintiff's Answer to Defendants' First and Second Counter-Claims. Ziyao Shao also has knowledge involving, but not limited to, the following:

- The events and facts involving MineOne Wyoming and Terra breaching their agreements with BCB.
- MineOne Wyoming and Terra being alter egos of one another and of Bit Origin, MineOne Partners, and SonicHash.
- BCB's contractual performance for both MineOne Wyoming and Terra.
- The contractual obligations and responsibilities of Defendants' contractors, and Defendants' contractors' failures to perform their contractual obligations and responsibilities to Defendants.

- Entities, factors, and events that occurred outside of Plaintiff's control.

11. Haku Du

c/o Sean Larson and HATHAWAY & KUNZ, LLP
P. O. Box 1208
Cheyenne, WY 82003-1208
(307) 634-7723

Haku Du is a representative of Defendants MineOne Wyoming, MineOne Partners, Bit Origin, and SonicHash. Haku Du has knowledge of many factual allegations in Plaintiff's First Amended Complaint and Plaintiff's Answer to Defendants' First and Second Counter-Claims. Haku Du also has knowledge involving, but not limited to, the following:

- The events and facts involving MineOne Wyoming and Terra breaching their agreements with BCB.
- MineOne Wyoming and Terra being alter egos of one another and of Bit Origin, MineOne Partners, and SonicHash.
- BCB Cheyenne's contractual performance for both MineOne Wyoming and Terra.
- The contractual obligations and responsibilities of Defendants' contractors, and Defendants' contractors failures to perform their contractual obligations and responsibilities to Defendants.
- Entities, factors, and events that occurred outside of Plaintiff's control.
- Knowledge of the redacted *Service Framework Agreement* that Ms. Du sent to Michael Murphy in January 2023.

12. Cho “Jack” Zhu

c/o Sean Larson and HATHAWAY & KUNZ, LLP
P. O. Box 1208
Cheyenne, WY 82003-1208
(307) 634-7723

Cho Zhu is a representative of Defendants MineOne Wyoming, MineOne Partners, Bit Origin, and SonicHash. Cho Zhu has knowledge of many factual allegations in Plaintiff’s First Amended Complaint and Plaintiff’s Answer to Defendants’ First and Second Counter-Claims. Cho Zhu also has knowledge involving the following:

- The events and facts involving MineOne Wyoming and Terra breaching their agreements with BCB.
- MineOne Wyoming and Terra being alter egos of one another and of Bit Origin, MineOne Partners, and SonicHash.
- BCB Cheyenne’s contractual performance for both MineOne Wyoming and Terra.
- The contractual obligations and responsibilities of Defendants’ contractors, and Defendants’ contractors failures to perform their contractual obligations and responsibilities to Defendants.
- Entities, factors, and events that occurred outside of Plaintiff’s control.

13. Iris Li

c/o Sean Larson and HATHAWAY & KUNZ, LLP
P. O. Box 1208
Cheyenne, WY 82003-1208
(307) 634-7723

Iris Li is a representative of Defendants MineOne Wyoming Data Center, MineOne Partners, Bit Origin, and SonicHash. Iris Li has knowledge of many factual allegations in Plaintiff’s First Amended Complaint and Plaintiff’s Answer to Defendants’ First and Second Counter-Claims. Iris Li also has knowledge involving the following:

- The events and facts involving MineOne Wyoming and Terra breaching their agreements with BCB.
- MineOne Wyoming and Terra being alter egos of one another and of Bit Origin, MineOne Partners, and SonicHash.
- BCB Cheyenne's contractual performance for both MineOne Wyoming and Terra.
- The contractual obligations and responsibilities of Defendants' contractors, and Defendants' contractors failures to perform their contractual obligations and responsibilities to Defendants.
- Entities, factors, and events that occurred outside of Plaintiff's control.

14. "Mark" (Chinese Name Unknown)

c/o Sean Larson and HATHAWAY & KUNZ, LLP
P. O. Box 1208
Cheyenne, WY 82003-1208
(307) 634-7723

Mark is a representative of Defendants MineOne Wyoming, MineOne Partners, Bit Origin, and Sonic Hash. Plaintiff was told by Huali "Wiley" Zhang that Mark would be running the site. Mark has knowledge of factual allegations in Plaintiff's First Amended Complaint and Plaintiff's Answer to Defendants' First and Second Counter-Claims. Mark has knowledge involving MineOne Wyoming and Terra breaching their agreements with BCB as well as MineOne Wyoming and Terra being alter egos of one another and of Bit Origin, MineOne Partners, and SonicHash.

15. Henry Li (Chinese Name Unknown)

c/o Sean Larson and HATHAWAY & KUNZ, LLP
P. O. Box 1208
Cheyenne, WY 82003-1208
(307) 634-7723

Henry is a representative of Defendants MineOne Wyoming, MineOne Partners, Bit Origin, and Sonic Hash. Plaintiff was told by Huali “Wiley” Zhang that Henry would be running the site. Henry has knowledge of factual allegations in Plaintiff’s First Amended Complaint and Plaintiff’s Answer to Defendants’ First and Second Counter-Claims. Henry has knowledge involving MineOne Wyoming and Terra breaching their agreements with BCB as well as MineOne Wyoming and Terra being alter egos of one another and of Bit Origin, MineOne Partners, and SonicHash.

16. Zihan Zhang

c/o Sean Larson and HATHAWAY & KUNZ, LLP
P. O. Box 1208
Cheyenne, WY 82003-1208
(307) 634-7723

Mr. Zhang is a representative of Defendant MineOne Wyoming and was identified as a Member of the company although he was never disclosed in Defendants’ Corporate Disclosures. Mr. Zhang has knowledge involving MineOne Wyoming and Terra breaching their agreements with BCB as well as MineOne Wyoming and Terra being alter egos of one another and of Bit Origin, MineOne Partners, and SonicHash.

17. Scott Caffee

c/o Sean Larson and HATHAWAY & KUNZ, LLP
P. O. Box 1208
Cheyenne, WY 82003-1208
(307) 634-7723

Scott Caffee is a representative of Defendants MineOne Wyoming, MineOne Partners, Bit Origin, and SonicHash. Scott Caffee has knowledge of factual allegations in Plaintiff's First Amended Complaint and Plaintiff's Answer to Defendants' First and Second Counter-Claims. Scott has knowledge involving MineOne Wyoming and Terra breaching their agreements with BCB as well as MineOne Wyoming and Terra being alter egos of one another and of Bit Origin, MineOne Partners, and SonicHash.

18. Braden Caffee

c/o Sean Larson and HATHAWAY & KUNZ, LLP
P. O. Box 1208
Cheyenne, WY 82003-1208
(307) 634-7723

Braden Caffee is a representative of Defendants MineOne Wyoming, MineOne Partners, Bit Origin, and SonicHash. Scott Caffee has knowledge of factual allegations in Plaintiff's First Amended Complaint and Plaintiff's Answer to Defendants' First and Second Counter-Claims. Scott has knowledge involving MineOne Wyoming and Terra breaching their agreements with BCB as well as MineOne Wyoming and Terra being alter egos of one another and of Bit Origin, MineOne Partners, and SonicHash.

19. Christopher Wilson

c/o Sean Larson and HATHAWAY & KUNZ, LLP
P. O. Box 1208
Cheyenne, WY 82003-1208
(307) 634-7723

Christopher Wilson is a representative of Defendants MineOne Wyoming, MineOne Partners, Bit Origin, and SonicHash. Scott Caffee has knowledge of factual allegations in Plaintiff's First Amended Complaint and Plaintiff's Answer to Defendants' First and Second Counter-Claims. Scott has knowledge involving MineOne Wyoming and Terra breaching their agreements with BCB as well as MineOne Wyoming and Terra being alter egos of one another and of Bit Origin, MineOne Partners, and SonicHash.

20. Xiaping Cao, PhD

Bit Origin Board Member/Director
% Marc Gottlieb
Ortoli Rosenstadt
366 Madison Ave, 3rd Flr
New York, NY 10017
212 588-0022

Dr. Cao is a Board member and director of Bit Origin Ltd. All of the other individuals who were originally executives of Bit Origin (Chong Wang, Jiaming Li, Haku Du, and Erick Rengifo) have resigned over the last year and half. Dr. Cao is an advisor to the Chinese Government as a committee member of Major Administrative Decision-making Advisory Committee at People's Government of Guangdong Province. Dr. Cao publishes academic research involving state owned enterprises (SOEs) and finance. Dr. Cao will testify to events surrounding the CFIUS investigation of Bit Origin and Presidential Divestment, as well as alter ego claims against Bit Origin. Dr. Cao has unique, specific, and specialized knowledge of how the Chinese Communist Party operates with state owned enterprises in structuring, corporate obfuscation, and

establishing shell and operating companies owned by Chinese nationals to set-up and operate in the United States and access public markets as foundation to the alter ego claims against Bit Origin.

21. Shen “Neil” Nanpeng

Bitmain Investor/Shareholder
 % HIRST APPLGATE LLP
 1720 Carey Ave. Room 400
 P.O. BOX 1083
 Cheyenne, WY 82003

Mr. Nanpeng is a founder and managing partner of HongShan, formerly known as Sequoia China. Mr. Nanpeng is one of five Board members of Byte Dance (the parent company of TikTok). During Bitmain’s growth, Sequoia China led a Series A financing round with IDG Capital in 2017 for \$50 million, and another \$400 million from Sequoia China came in a Series B pre-IPO round in June 2018. Mr. Nanpeng was a member of the National Committee of the CCP until 2023 when he resigned his position and rebranded and restructured Sequoia Capital as HongShan. HongShan is believed to be Britain's largest and most influential investor. Mr. Nanpeng has unique knowledge of Bitmain’s previous corporate takeovers by Jihan Wu and Micree Zhan, and can testify to Bitmain’s corporate strategies and operations in the United States, specifically in Wyoming at the North Range facility. His knowledge of Bitmain and Byte Dance (TikTok) will prove instrumental in establishing the foundation and patterns of business misconduct and national security risk by Defendants identified in the Presidential Divestment Order (MineOne and its affiliates) and Defendants’ conspiratorial actions involving anticipatory repudiation of the DHS Agreement and tortious interference by Bitmain.

22. Zack Bradford

Co-founder and CEO, CleanSpark
% Thomas O'Rourke
One Liberty Place
1650 Market Street, Suite 2800
Philadelphia, PA 19103

Mr. Bradford is the co-founder and CEO of CleanSpark. Mr. Bradford will have unique and specialized knowledge about the Purchase Agreements between MineOne Wyoming and CleanSpark, as well as knowledge about the North Range site clearing, CFIUS and Presidential Divestment. Given CleanSpark's close relationship with Bitmain, Mr. Bradford will have knowledge of the January 6, 2024 *Future Sales and Purchase Agreement* between Bitmain and CleanSpark, Inc. for a single purchase of 60,000 Antminer S21 bitcoin miners by CleanSpark for a total purchase price of \$276,000,000. Mr. Bradford will have knowledge of the country or origin of Bitmain's S21 Antminers as well as the Call Option to purchase an additional approximate 100,000 units of S21 Antminers subject to the terms and conditions stipulated within the *Future Sales and Purchase Agreement*. Mr. Bradford will know how many Bitmain Antminers have been purchased and delivered to CleanSpark, and where those machines are intended to be placed in the United States (foreseeably, at Campstool and North Range). Mr. Bradford will know when and who introduced CleanSpark to Defendant MineOne. Mr. Bradford, and Ran Chang of Bitmain, signed the *Future Purchase Agreement*, and Mr. Chang also signed the *Service Framework Agreement* and *Operations and Maintenance Service Framework Agreement*, contracts between Bitmain Georgia and MineOne Wyoming (made on March 10, 2023) that tortiously interfered with the *DHS Agreement* between BCB and MineOne Wyoming Data Center LLC.

23. Matthew Schultz

Executive Chairman and Director, CleanSpark
% Thomas O'Rourke
One Liberty Place
1650 Market Street, Suite 2800
Philadelphia, PA 19103

Mr. Schultz is the Executive Chairman and Director of CleanSpark. Mr. Schultz will have unique and specialized knowledge about the Purchase Agreements between MineOne and CleanSpark for Campstool and North Range parcels, as well as knowledge about the North Range site clearing, CFIUS, and Presidential Divestment. Mr. Schultz will know how many Bitmain Antminers have been purchased and delivered to CleanSpark, and where those machines are intended to be placed. Mr. Mr. Schultz will know when and who introduced CleanSpark to Defendant MineOne. Mr Schultz will have knowledge of Mr. Chang, of Bitmain, who signed the *Service Framework Agreement* and *Operations and Maintenance Service Framework Agreement*, contracts between Bitmain Georgia and MineOne Wyoming (made on March 10, 2023) that tortiously interfered with the *DHS Agreement* between BCB and MineOne Wyoming Data Center LLC.

24. Micree Zhan (aka Zhan Ketuan)

Bitmain, AntPool, AntAlpha Owner
% HIRST APPLGATE LLP
1720 Carey Ave. Room 400
P.O. BOX 1083
Cheyenne, WY 82003

Micree Zhan (aka Zhan Ketuan) is a co-founder and owner of Bitmain. Mr. Zhan has knowledge and information about Bitmain including the corporate strategies and hostile takeover activities done by Bitmain representatives involving the tortious interference claims against Bitmain

Georgia. Mr. Zhan is referred to in WeChat communications as giving “approval” for Bitmain’s activities at North Range, including but not limited to, operations and maintenance. Mr. Zhan has knowledge of the BCIS Tariff and the *Service Framework Agreement and O&M Service Framework Agreement* between Bitmain and MineOne Wyoming as well as BCB’s operational role before and after MineOne’s anticipatory repudiation of the DHS Agreement.

25. Ran Cheng

Bitmain Representative
 % HIRST APPLGATE LLP
 1720 Carey Ave. Room 400
 P.O. BOX 1083
 Cheyenne, WY 82003

Ran Cheng, a representative of Bitmain, will have knowledge of the *Service Framework Agreement and O&M Service Framework Agreement* between Bitmain Technologies Georgia Limited and MineOne Wyoming. Ran Cheng signed these agreements. He will have knowledge of Bitmain’s corporate structure and Bitmain’s wholly owned subsidiaries and U.S. operations. Upon information and belief, Ran Cheng will have knowledge about Bitmain’s activity and involvement, engineers, semiconductors, and Bitmain’s corporate strategy to consume on-grid power to mine Bitcoin in the United States, more specifically, at the North Range and Campstool sites near Cheyenne, Wyoming. Ran Cheng will also have knowledge of Bitmain’s involvement with MineOne and Terra Crypto breaching their agreements with BCB and Bitmain’s intentional interference with BCB’s contracts, specifically, the *Service Framework Agreement and O&M Service Framework Agreement*

26. Zhou Feng

Bitmain Representative
% HIRST APPLGATE LLP
1720 Carey Ave. Room 400
P.O. BOX 1083
Cheyenne, WY 82003

Zhou Feng, an employee or representative of Bitmain, will have knowledge of the *Service Framework Agreement* between Bitmain Technologies Georgia Limited and MineOne Wyoming, as well as operations and maintenance activities involving Bitmain's corporate and legal strategy with corporate takeovers and consumption of on-grid power to mine Bitcoin in the United States, more specifically, at the North Range and Campstool sites near Cheyenne, Wyoming. Zhou Feng will have knowledge about the *O&M Service Framework Agreement* and Bitmain's involvement with MineOne and Terra Crypto breaching their agreements with BCB and Bitmain's intentional interference with BCB's contracts through the *Service Framework Agreement* and *O&M Service Framework Agreement*.

27. Nuolin Lin

Bitmain Representative
% HIRST APPLGATE LLP
1720 Carey Ave. Room 400
P.O. BOX 1083
Cheyenne, WY 82003

Nuolin Lin, an employee or representative of Bitmain, will have knowledge of the *Service Framework Agreement* between Bitmain Technologies Georgia Limited and MineOne Wyoming, as well as operations and maintenance activities and involvement of engineers, semiconductors, and Bitmain's corporate strategy to consume on-grid power to mine Bitcoin in the United States, more specifically, at the North Range and Campstool sites near Cheyenne, Wyoming. Nuolin Lin will have knowledge about the *O&M Service Framework Agreement* and Bitmain's involvement

with MineOne and Terra Crypto breaching their agreements with BCB and Bitmain’s intentional interference with BCB’s contracts through the *Service Framework Agreement and O&M Service Framework Agreement*.

28. “Jason” (Chinese Name Unknown)

Bitmain Representative
% HIRST APPLGATE LLP
1720 Carey Ave. Room 400
P.O. BOX 1083
Cheyenne, WY 82003

On information and belief, Jason is a representative of Bitmain Georgia. Jason has knowledge of factual allegations in Plaintiff’s First Amended Complaint and Plaintiff’s Answer to Defendants’ First and Second Counter-Claims. Jason has knowledge involving North Range site operations and maintenance, hosting, WeChat communications and activities involving Bitmain Georgia’s tortious interference of the DHS Agreement.

29. “Eason” / Zhong Hongyun

Bitmain Representative
% HIRST APPLGATE LLP
1720 Carey Ave. Room 400
P.O. BOX 1083
Cheyenne, WY 82003

On information and belief, Mr. Hongun is a representative of Bitmain Georgia. Mr. Hongun has knowledge of factual allegations in Plaintiff’s First Amended Complaint and Plaintiff’s Answer to Defendants’ First and Second Counter-Claims. Jason has knowledge involving North Range site operations and maintenance, hosting, WeChat communications and activities involving Bitmain Georgia’s tortious interference of the DHS Agreement.

30. Yiliang Guo

Bitmain Representative
% HIRST APPLGATE LLP
1720 Carey Ave. Room 400
P.O. BOX 1083
Cheyenne, WY 82003

Yiliang Guo, an executive of Bitmain will have knowledge of the drafts and the final *Service Framework Agreement* between Bitmain Technologies Georgia Limited and MineOne Wyoming.

In the 12/8/23 Declaration of Yiliang Guo (ECF 82-2), Mr. Guo states at para 2: “I have been employed by Bitmain Technologies Inc. since April 2018. I am responsible for Bitmain’s business development relating to data center hosting services in the United States. In my role I serve as a primary point of contact for MineOne Wyoming Data Center, LLC (MineOne”).”

Upon information and belief, Mr. Guo will also have knowledge of other contract, agreements and financings between Bitmain and other Defendants. Mr. Guo will have knowledge about Bitmain’s activity and involvement, engineers, semiconductors, and Bitmain’s corporate strategy to consume on-grid stable power to mine Bitcoin in the United States, more specifically, at the North Range and Campstool sites near Cheyenne, Wyoming. Mr. Guo will also have knowledge of Bitmain’s intentional interference with MineOne Wyoming’s and Terra Crypto’s contracts with BCB.

31. Matthew Kauffman

HATHAWAY & KUNZ, LLP
P. O. Box 1208
Cheyenne, WY 82003-1208
(307) 634-7723

Matthew Kauffman is a partner at Hathaway and Kunz and represented YZY Capital in bidding against BCB in the BCIS Request for Proposal (that BCB eventually won with Black Hills Energy, and that Matthew Kauffman and YZY Capital lost). Matthew Kauffman has knowledge of power pricing for Bitcoin mining and the negotiations with Black Hills Energy including the Request for

Proposal (“RFP”) and BCIS Agreement. Matthew Kauffman has knowledge of negotiations with YZY Capital and property negotiations in North Range and Campstool business parks. Upon information and belief, Matthew Kauffman has knowledge of the nationalities and countries of origin of the parties involved in bitcoin mining in Wyoming and in these proceedings.

32. Tyler Lindholm

State Director, Americans for Prosperity
P. O. Box 1208
Cheyenne, WY 82003-1208
(307) 634-7723

Tyler Lindholm is the current Wyoming State Director for Americans for Prosperity. Tyler Lindholm was a representative of BitDeer in bidding against BCB in the BCIS Request for Proposal (that BCB won with Black Hills Energy, and that Tyler Lindholm and Bitdeer lost when Tyle Lindholm was working as the State Policy Director for U.S. Senator Cynthia Lummis). Tyler Lindholm has knowledge of power pricing for Bitcoin mining and the negotiations with Black Hills Energy including the Request for Proposal (“RFP”) and BCIS Agreement. Tyler Lindholm has knowledge of negotiations with Bitdeer and the alter ego that exists between Bitdeer and Bitmain as Bitdeer is a “spin off” from Bitmain. Upon information and belief, Tyler Lindholm has knowledge of the connection between Bitdeer and Bitmain, as well as the nationalities and countries of origin of the parties involved in bitcoin mining in Wyoming and these proceedings.

33. Jihan Wu

Bitmain and Bitdeer Owner and Representative
No. 86
Jellicoe Road
Singapore

Jihan Wu is a representative and owner of Beijing Bitmain, an operating entity fully owned by Hong Kong Bitmain Technologies Limited, controlled by Cayman-registered BitMain

Technologies Holding, as well as Bitmain Technologies Georgia Limited, collectively “Bitmain.” Mr. Wu has significant knowledge of Bitmain’s mining operations in the United States, including the approximate 10,000 Bitmain ASIC computers at the North Range site. Jihan Wu is also a representative and owner of Bitdeer Technologies Group (“Bitdeer”), a company that bid – and lost to BCB – for the Black Hills Request for Proposal (RFP). Upon information and belief, Mr. Wu has knowledge of the BCIS Tariff and the Service Framework Agreement between Bitmain and MineOne Wyoming. Mr. Wu has knowledge of Bitdeer bidding on the BCIS Request for Proposal and the close relationship between Bitmain and Bitdeer, as well as both companies’ knowledge that Wyoming’s climate is ideal for mining Bitcoin and the companies’ corporate strategy to secure industrial power in Wyoming. Upon information and belief, Mr. Wu has knowledge of Defendants’ and Bitmain’s conspiracy and actions to remove BCB as the North Range and Campstool site operators and managers. Upon information and belief, Mr. Wu has knowledge of the Defendants’ nationalities and the relationships between MineOne Wyoming, BitOrigin, Bitmain, and Bitdeer.

34. Lee Filer

Owner
 Cryptonite, LLC
 1215 Medley Loop
 Cheyenne, WY 82007

Lee Filer, an owner and representative of Cryptonite, LLC (dba Crypto Knight Hosting), and a competitor to Plaintiff (and who lost the BCIS RFP to Plaintiff) who came to the North Range site on multiple occasions unannounced searching for information and helping Defendants. Lee Filer has knowledge involving MineOne Wyoming and Terra breaching their agreements with BCB as part of the anticipatory repudiation of the agreements between MineOne Wyoming and Terra with

BCB. Upon information and belief, Lee Filer has other knowledge contained in Plaintiff's First Amended Complaint and Plaintiff's Answer to Defendants' First and Second Counter-Claims. Mr. Filer will have knowledge of the "trusted contact" from Bitmain who introduced Mr. Filer to Huaili Zhang. He will also have knowledge of Bitmain Georgia's operations, business model, and actions involved in Bitmain's intentional interference of contracts between BCB and MineOne Wyoming and Terra Crypto.

35. Joey Darwell

Owner

Cryptonite, LLC

1215 Medley Loop

Cheyenne, WY 82007

Joey Darwell, an owner and representative of Cryptonite, LLC (dba Crypto Knight Hosting), and a competitor to Plaintiff (and who lost the BCIS RFP to Plaintiff) first came to the North Range site with Defendants in late January 2023 and then came on multiple other occasions unannounced to Plaintiff. Joey Darwell has knowledge involving MineOne Wyoming and Terra breaching their agreements with BCB as part of the anticipatory repudiation of the agreements between MineOne Wyoming and Terra with BCB. Upon information and belief, Joey Darwell has other knowledge contained in Plaintiff's First Amended Complaint and Plaintiff's Answer to Defendants' First and Second Counter-Claims. Mr. Filer will have knowledge of the "trusted contact" from Bitmain who introduced Mr. Filer to Huaili Zhang. He will also have knowledge of Bitmain Georgia's operations, business model, and actions involved in Bitmain's intentional interference of contracts between BCB and MineOne Wyoming and Terra Crypto.

36. Mr. Yuan Qian
Owner, YZY Capital
Current Address Unknown

Mr. Qian is the owner of YZY Capital. Mr. Qian has knowledge of power pricing for Bitcoin mining and the negotiations with Black Hills Energy including the Request for Proposal (“RFP”) and mining operations in multiple states in the United States. Mr. Qian has knowledge of negotiations and contracts between his company, YZY Capital, and the Defendants. Mr. Qian has knowledge about Matthew Kauffman’s involvement and activities representing companies owned by Chinese nationals owning land in Wyoming and working to establish operations in Wyoming in the Bitcoin mining industry.

37. Linghui Kong
BitDeer, CEO
Aperia Tower 1 #09-03/04 8 Kallang Ave
Singapore, Central Singapore
Singapore

Linghui Kong is the CEO of Bitdeer. Upon information and belief, through the assistance of Tyler Lindholm, Bitdeer submitted a proposal to Black Hill’s BCIS Request for Proposal (RFP). Bitdeer lost the RFP to BCB, but knew that Wyoming’s climate and the BCIS tariff represented a significant opportunity. Mr. Kong has knowledge of the relationship between Bitdeer and Bitmain, as well as Jihan Wu representing and pursuing the interests of both Bitmain and Bitdeer in the bitcoin mining industry, and specifically in Wyoming with the BCIS Tariff energy from Black Hills.

38. Samantha Robertson

BitDeer, Business Development
11081 Domain Dr
Austin, TX 78758

Samantha Robertson is a representative of Bitdeer. Ms. Robertson has information about Bitdeer's interests in bidding for Black Hill's BCIS power and Bitdeer losing the RFP to BCB. Ms. Robertson has knowledge about Bitdeer moving its operations to Texas and Tyler Lindholm's involvement representing Bitdeer. Ms Robertson has information about Jihan Wu and the other executives at Bitmain and Bitdeer, as well as the alter ego that exists between Bitdeer and Bitmain.

39. Aaron Carr

Black Hills Energy
7001 Mt Rushmore Rd,
Rapid City, SD 57702

Aaron Carr, an employee of Black Hills Corporation, has knowledge of many of the facts and events surrounding the BCIS Agreements under which electrical power is being delivered to the North Range parcel and will be delivered to the Campstool parcel, including but not limited to the following:

- CFLP's RFP process, including the parties that submitted proposals in response to the RFP and the decision making criteria used to select a recipient for the available power;
- Discussions between Black Hills and BCB as the parties negotiated BCB's BCIS Agreement;

- Amendments to BCB's BCIS Agreement, including the Third Amendment and Restatement, which included multiple terms BCB negotiated into the BCIS Agreement on behalf of MineOne Wyoming and Terra;
- BCB's assignment of its BCIS Agreement to MineOne Wyoming
- MineOne's BCIS Agreement, including the required timeline for Black Hills to provide its facilities to deliver 45MW of electrical power to the North Range parcel;
- MineOne's failure to comply with its BCIS Agreement provision that no public press releases were to be made unless agreed upon by both CLFP and MineOne Wyoming;
- BCB's performance under its DHS Agreement with MineOne Wyoming, including but not limited to BCB's weekly update meetings with Black Hills, BCB assisting with the redacted BCIS Agreement for filing with the PSC, BCB requesting updates on power pricing and possible block purchase options, and BCB advising MineOne Wyoming on the Day-Ahead energy purchasing process.
- The price of power MineOne Wyoming has paid for power and whether or not MineOne Wyoming has purchased any blocks of power.
- The possibility of Black Hills providing BCB with additional tranches of power at both North Range and Campstool.

40. Sarah Bocklemann

Black Hills Energy
7001 Mt Rushmore Rd,
Rapid City, SD 57702

Sarah Bocklemann, an employee of Black Hills Corporation, has knowledge of many of the facts and events surrounding the BCIS Agreements under which electrical power is being delivered to the North Range parcel and will be delivered to the Campstool parcel, including but not limited to the following:

- CFLP's RFP process, including the parties that submitted proposals in response to the RFP and the decision-making criteria used to select a recipient for the available power;
- Discussions between Black Hills and BCB as the parties negotiated BCB's BCIS Agreement;
- Amendments to BCB's BCIS Agreement, including the Third Amendment and Restatement, which included multiple terms BCB negotiated into the BCIS Agreement on behalf of MineOne Wyoming and Terra;
- BCB's assignment of its BCIS Agreement to MineOne Wyoming
- MineOne's BCIS Agreement, including the required timeline for Black Hills to provide its facilities to deliver 45MW of electrical power to the North Range parcel;
- MineOne's failure to comply with its BCIS Agreement provision that no public press releases were to be made unless agreed upon by both CLFP and MineOne Wyoming;
- BCB's performance under its DHS Agreement with MineOne Wyoming, including but not limited to BCB's weekly update meetings with Black Hills,

BCB assisting with the redacted BCIS Agreement for filing with the PSC, BCB requesting updates on power pricing and possible block purchase options, and BCB advising MineOne Wyoming on the Day-Ahead energy purchasing process.

- The price of power MineOne Wyoming has paid for power and whether or not MineOne Wyoming has purchased any blocks of power.
- The possibility of Black Hills providing BCB with additional tranches of power at both North Range and Campstool.

41. Austin Allen

Black Hills Energy
7001 Mt Rushmore Rd,
Rapid City, SD 57702

Austin Allen, an employee of Black Hills Corporation, has knowledge of many of the facts and events surrounding the BCIS Agreements under which electrical power is being delivered to the North Range parcel and will be delivered to the Campstool parcel, including but not limited to the following:

- MineOne's BCIS Agreement, including the required timeline for Black Hills to provide its facilities to deliver 45MW of electrical power to the North Range parcel and the details of when Black Hill's facilities to provide the 45MW of electrical power was completed;
- BCB's performance under its DHS Agreement with MineOne Wyoming, including but not limited to BCB's weekly update meetings with Black Hills, BCB assisting with the redacted BCIS Agreement for filing with the PSC, BCB requesting updates on power pricing and possible block purchase options, and

BCB advising MineOne Wyoming on the Day-Ahead energy purchasing process.

- The price of power MineOne Wyoming has paid for power and whether or not MineOne Wyoming has purchased any blocks of power.
- The possibility of Black Hills providing BCB with additional tranches of power at both North Range and Campstool.
- Mr. Allen will have knowledge of all of his sent and received emails relating to the North Range and Campstool projects.

42. CEGEN Green Energy Ltd

PO Box 1204 Stn Main
Okotoks AB T1S 1B1

The persons listed below are representatives of CEGEN Green Energy Ltd (“CEGEN”) and have knowledge of many factual allegations in Plaintiff’s First Amended Complaint and Plaintiff’s Answer to Defendants’ First and Second Counter-Claims. They also have knowledge of (1) the multiple failures of CEGEN Green Energy Ltd (“CEGEN”) not timely completing the modular data centers it was contracted to provide, not staying within the agreed-to budget, and not paying its subcontractors, (2) Plaintiff’s performance in trying to help CEGEN meet its contractual obligations including, but not limited to, facilitating payments, material procurement, sourcing supplemental labor, daily foreman meetings, and coordination between Defendants and other contractors, and (3) entities, factors, and events that occurred outside of Plaintiff’s control that delayed the project timeline.

- **Steve Morgan, CEO**
- **James Stewart, President**
- **Darcy McIntosh, Technical Director of Projects**
- **Ryan Russell, Project Manager**

- **Xenia D’Souza, Project Controls**
- **Chad Dalziel, Foreman**

43. Shermco Industries, Inc.
 6551 S Revere Parkway, Ste 275
 Centennial, CO 80111

The persons listed below are representatives of Shermco Industries, Inc. (“Shermco”) and have knowledge of many factual allegations in Plaintiff’s First Amended Complaint and Plaintiff’s Answer to Defendants’ First and Second Counter-Claims. Shermco entered into a contract with MineOne Wyoming to provide professional engineering and design services, site electrical services, and construction management services for Defendants’ North Range project. Shermco additionally provided professional engineering and design services for Defendants’ Campstool project. Shermco also has knowledge involving, but not limited to, the following: (1) the events and facts involving the delays related to CEGEN’s failure to build ten operational data centers for Defendants in a timely manner, (2) the multiple failures of CEGEN to procure and deliver materials to the site for construction of Defendants’ data centers, (3) the multiple failures of CEGEN to procure the necessary subcontractors and other skilled labor for assembly and installation of Defendants’ data centers, (4) Shermco’s inability to manage and complete site improvements, including site electrical, and to provide quality control in its own installations and in the installations of others under its management, (5) Plaintiff’s performance in helping CEGEN and Shermco with CEGEN’s and Shermco’s contractual obligations to Defendants, including but not limited to, facilitating payments, material procurement, sourcing supplemental labor, daily foreman meetings, and coordination between Defendants and other contractors, (6) entities, factors, and events that occurred outside of Plaintiff’s control that led to delays in the project

timeline, and (7) the events and facts involving MineOne Wyoming and Terra breaching their agreements with BCB.

- **Mark Aldrich, Vice President**
- **Tony Genoff, Director of Construction**
- **Clint Downey, Project Manager**
- **John Larsen, Director of Cryptocurrency Market**
- **Mario Garcia, Mechanical Engineer**

44. Systems Mechanical Electrical Civil, LLC

14 Wilkins Peak Rd
Rock Springs, WY 82901

The persons listed below are representatives of Systems Mechanical Electrical Civil, LLC (“Systems-MEC”) and have knowledge of many factual allegations in Plaintiff’s First Amended Complaint and Plaintiff’s Answer to Defendants’ First and Second Counter-Claims. Systems-MEC has knowledge of its contract with MineOne Wyoming to provide professional site civil services, electrical services, and mechanical services for Defendants’ North Range project. On information and belief, Systems-MEC is additionally providing professional services for Defendants’ Campstool project and subsequent expansions at both North Range and Campstool. Systems-MEC also has knowledge involving, but not limited to, the following: (1) the events and facts involving the delays related to CEGEN’s failure to build ten operational data centers for Defendants in a timely manner, (2) the multiple failures of CEGEN to procure and deliver materials to the site for construction of Defendants’ data centers, (3) the multiple failures of CEGEN to procure the necessary subcontractors and other skilled labor for assembly and installation of Defendants’ data centers, (4) Shermco’s inability to manage and complete site improvements, including site electrical, and to provide quality control in its own installations and in the installations of others under its management, (5) Plaintiff’s performance in helping CEGEN and Shermco

with CEGEN's and Shermco's contractual obligations to Defendants, including but not limited to, facilitating payments, material procurement, sourcing supplemental labor, daily foreman meetings, and coordination between Defendants and other contractors, (6) entities, factors, and events that occurred outside of Plaintiff's control that led to delays in the project timeline, (7) the events and facts involving MineOne Wyoming and Terra breaching their agreements with BCB; and (8) the events and facts involving Bitmain's intentional interference of contracts between BCB and MineOne Wyoming and Terra Crypto.

- **Anthony (Tony) Simpson, CEO**
- **Brian Patton, President**
- **Kenny McPherson, Sr. VP Operations**
- **Juan Salinas, Lead Electrician**

45 - 59. Additional Parties

The parties listed below have knowledge of factual allegations in Plaintiff's First Amended Complaint and Plaintiff's Answer to Defendants' First and Second Counter-Claims. These parties may have knowledge of, among other things, CEGEN's and Shermco's failures, delays, and mismanagement. These parties may also possess first-hand experience and knowledge of Plaintiff's performance to meet and exceed its contractual obligations to MineOne Wyoming and Terra.

45. Iron Creek Construction

% Tasha and Thomas Coe
607 South Greeley, #4
Cheyenne, WY 82007

46. CCO Interiors

% Jason O'Leary
909 E Fox Farm Rd., #5
Cheyenne, WY 82009

- 47. **INMAN ROOFING**
% Billy Inman
4014 Welchester Drive
Cheyenne, WY 82009
- 48. **BCM Site Services**
% Hodgie Teichmann
% Michael Meredith
% Chasen Meredith
1313 Schroeder Drive
Normal, IL 61761
- 49. **Lovas Engineering**
% Christopher Lovas
1869 Grizzly Gulch
Cheyenne, WY 82009
- 50. **Rocky Mountain Sand & Gravel**
% Crystyn Lasley
PO Box 22417
Cheyenne, WY 82009
- 51. **MoonShot Pods, LLC “Moonshot”**
% Ethan Ellenberg
5996 Clearwater Dr.
The Colony, TX 75056
- 52. **Rocky Mountain Realty**
% Jim Lever
210 B Street, Suite 1
Rock Springs, WY 82609
- 53. **First American Title**
% Kirsten Malm
% Heaven Anderson
245 Storey Blvd
Cheyenne, WY82009

54. Cheyenne LEADS

% Betsey Hale
121 W 15th St. Suite 304
Cheyenne, WY 82001

55. Master Controls

% Paul Robles
1607 Capital Ave.
Cheyenne WY82001

56. CTW

% Trevor Witt
1015 Sherman Mountain Loop
Cheyenne, WY 82009

57. Automation Electronics

% Ryan Bowar
610 Platte Road
Casper, WY 82601

58. Universal Capital Holdings

% Zou Pingsheng
49 Sanya Bay Road Lock P
518128
China Mainland

59. DING YI FENG HOLDINGS GROUP INTERNATIONAL LIMITED

% Mr. Luk Hong Man and Mr. Zhang Xi
Unit 6602-03, Level 66, International Commerce Centre
1 Austin Road West
Kowloon, Hong Kong
China

(ii). A copy – or a description by category and location – of all documents, electronically stored information, and tangible things that the disclosing party has in its possession, custody, or control and may use to support its claims or defenses, unless the use would be solely for impeachment.

BCB may rely upon any of the documents produced by Defendants in response and supplemental response to discovery requests, documents used as exhibits in any deposition, as well as the following documents. These are records that the disclosing party has in its possession, custody, or control *and* may use to support its claims or defenses.

July 25, 2024 Production	Plaintiff's 7/24/24 document production is comprised of documents, video and audio recordings involving operations, project management, construction, meetings between Plaintiff, Defendants and third parties, as well as other documents, such as signed waivers and videos identifying Defendants' representatives and employees that were on the North Range site. The production also includes documents involving Defendants being national security risks – as defined in the Presidential Divestment Order – and their ties to the Chinese Communist Party through directors and investors of Defendants. Documents and files will be Bates Numbered and provided in the weeks/month to come and are being provided in this form today as a courtesy, so Defendants have the opportunity to review in advance of the mediation on July 29-30.
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(iii). A computation of each category of damages claimed by the disclosing party – who must also make available for inspection and copying as under Rule 34 the documents or other evidentiary material, unless privileged or protected from disclosure, on which each computation is based, including materials bearing on the nature and extent of injuries suffered.

Please see Plaintiff BCB's January 9, 2024 Rule 26 First Supplemental Discovery Disclosures.

(iv). For inspection and copying as under Rule 34, any insurance agreement under which an insurance business may be liable to satisfy all or part of a possible judgment in the action or to indemnify or reimburse for payments made to satisfy the judgment.

Not applicable.

DATED this 25th day of July 2024.

BCB CHEYENNE LLC d/b/a
BISON BLOCKCHAIN,

Plaintiff

By: 

Patrick J. Murphy, WSB #5-1179
SCOTT C. MURRAY, WSB #7-4896
WILLIAMS, PORTER, DAY & NEVILLE, PC
159 N. Wolcott Street, Suite 400
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(307) 265-0700
pmurphy@wpsdn.net
smurray@wpsdn.net

*Attorneys for BCB Cheyenne LLC d/b/a
Bison Blockchain*

CERTIFICATE OF SERVICE

The undersigned does hereby certify that a true and correct copy of the foregoing document was delivered and served upon counsel as indicated below this 25th day of July 2024.

Sean M. Larson, WSB No. 7-5112	<input type="checkbox"/>]	U.S. Mail (prepaid)
Kari Hartman, WSB No. 8-6507	<input type="checkbox"/>]	CM/ECF Electronic Transmission
HATHAWAY & KUNZ, LLP	<input type="checkbox"/>]	Overnight Delivery
P.O. Box 1208	<input type="checkbox"/>]	Hand Delivery
Cheyenne, WY 82001	<input checked="" type="checkbox"/>]	Electronic Mail
slarson@hkwyolaw.com		
khartman@hkwyolaw.com		

Paula Colbath, <i>Pro Hac Vice</i>	<input type="checkbox"/>]	U S. Mail (prepaid)
Alex Inman, <i>Pro Hac Vice</i>	<input type="checkbox"/>]	CM/ECF Electronic Transmission
David Forrest, <i>Pro Hac Vice</i>	<input type="checkbox"/>]	Overnight Delivery
Leily Lashkari, <i>Pro Hac Vice</i>	<input type="checkbox"/>]	Hand Delivery
LOEB & LOEB LLP	<input checked="" type="checkbox"/>]	Electronic Mail
345 Park Avenue New York, NY 10154		
pcolbath@loeb.com		
ainman@loeb.com		
dforrest@loeb.com		
llashkari@loeb.com		

Marc Feinstein, <i>Pro Hac Vice</i>	<input type="checkbox"/>]	U.S. Mail (prepaid)
William Pao, <i>Pro Hac Vice</i>	<input type="checkbox"/>]	CM/ECF Electronic Transmission
Daniel Hirsch, <i>Pro Hac Vice</i>	<input type="checkbox"/>]	Overnight Delivery
David Iden, <i>Pro Hac Vice</i>	<input type="checkbox"/>]	Hand Delivery
Kaitlyn Farrell, <i>Pro Hac Vice</i>	<input checked="" type="checkbox"/>]	Electronic Mail
Sherin Parikh, <i>Pro Hac Vice</i>		
O'MELVENY & MYERS		
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mfeinstein@omm.com		
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twoodford@hirstapplegate.com

☐ U.S. Mail (prepaid)
☐ CM/ECF Electronic Transmission
☐ Overnight Delivery
☐ Hand Delivery
☒ Electronic Mail

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